

Legal Protection For Consumers For The Circulation Of Expired Food Traded Based On Law Number 8 Of 1999 Concerning Consumer Protection (Case Study Of Cirebon District Court Number : 61/PID. B/2018/PN. CBN)

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Article Info	ABSTRACT
Keywords: Legal protection, consumers, food	The aim of this research is to implement legal protection for consumers regarding food that has expired in accordance with the Consumer Protection Law Number 8 of 1999 as well as legal considerations regarding decision Number 61/PID.B/2018/PN.CBN. This research writing method uses normative research methods because it is based on statutory regulations and doctrine, by examining the existing legal regulations and their relationship to cases that have occurred previously. The results and conclusions from writing this research are that by distributing food that has expired, the producer concerned does not comply with the rules contained in the Consumer Protection Law so that supporting institutions such as BPOM are needed to follow up and supervise food distributed in the community so that it can controlling expired consumer products so that they do not continue to harm consumers.
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INTRODUCTION

Consumer protection is a part of the law that contains principles or rules that are regulatory and also contain properties that protect consumer interests. Consumer law is defined as the overall principles and rules of law that regulate relationships and problems between various parties with each other relating to consumer goods and / or services in the association of life. Consumer protection law gets enough attention because it is concerned with public welfare. Not only people who are consumers, but business actors also have the same right to get protection. Therefore, the government plays a role in regulating, supervising, and controlling in order to create a conducive system and interrelated with one another. The term consumer comes from the word *consumer* (English-American), or *consument / consumert* (Dutch). Literally the meaning of the word consumer is (as opposed to producer) that is, everyone who uses goods. Similarly, the English-Indonesian Dictionary gives the meaning of the word *consumer* as a user or consumer. As a buyer or user of a product, everyone hopes to get the best and in accordance with the amount of money paid. However, there are still many

producers or business actors who are not good because they sell products, especially foods that have expired (*expire date*).

Expiration is a condition where a product has been said to be unfit because it has passed the specified time feasible on its packaging. Product conditions that are not feasible certainly should not be sold and consumers must be smart in buying products that will be purchased in a sophisticated way before buying. Food as a basic human need whose fulfillment is the human right of every Indonesian must always be available at all times, safe, quality, nutritious, and diverse at prices that are affordable by the purchasing power of the community. To achieve all that, it is necessary to establish a food system that provides good protection for those who consume food, and does not conflict with the beliefs of the community. Various products offered to the public by the producers at this time are intensively carried out. The variety of products, especially food and beverage products that have been circulating on the market, is quite able to win consumer interest to consume it, the producers hope that consumers continue to consume. The producer hopes that the consumer will continue to consume the product, so that the producer will benefit. Thus many manufacturers are competing to create a new product in order to get a lot of profits, sometimes manufacturers do not prioritize the quality of their products. This can be seen from the number of expired food recycling products.

Eating food products that have expired certainly has a bad impact on human health. Remember, food that has expired will experience chemical changes that are not good for health. Mild effects caused if you continue to consume food products that have expired are digestive disorders such as stomach pain and diarrhea. In addition, bad bacteria contained in expired food can pose a worse health hazard. In addition, bad bacteria found in expired food can pose a worse health hazard. Consumers can feel dizziness, headaches, to food poisoning. Article 1 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, states that "Consumer protection is all efforts that ensure legal certainty to provide protection to consumers." While consumers according to Article 1 paragraph (2), "Consumer is every person who uses goods and / or services available in the community, both for the benefit of themselves, family, others, and other living beings, and not for trade. The person referred to in this law is a natural person or not a legal body. Because those who can use or use goods and / or services to meet the interests of themselves, family, others, or other living beings and not to be traded are only natural people or humans.

METHODS

Research Method using normative juridical is the method chosen in this paper. The normative juridical approach is intended to identify and study positive law in accordance with the problems raised in this paper. Therefore, in this paper the laws and regulations are important to be used as a reference. Laws and regulations are made so that the community becomes orderly in the administration of a State. In relation to the expiration of food products, laws related to consumer protection are important, so the law that will be used as the main

reference in this paper is the consumer protection law. The data used in this paper is secondary data collected from various books, scientific articles, and written research results conducted by various parties.

DISCUSSION

Consumer protection arrangements for the circulation of expired food and sanctions against business actors who trade expired food products

The definition of consumer law according to A.Z. Nasution is the entire principles and rules of law that govern the relationship and problems between various parties to each other related to consumer goods and / or services in the association of life. While consumer protection law is part of consumer law that regulates principles or rules that are regulatory and also contain properties that protect consumer interests. In relation to the understanding of consumer law and consumer protection law mentioned above, several points of thought are concluded:

- a. Consumer law has a broader scope compared to consumer protection law;
- b. The subjects involved in consumer protection are the public as consumers, and on the other hand business actors, or other related parties, such as distributors, print and television media agents or advertising agencies, the Indonesian Consumer Institute Foundation (YLKI), the Food and Drug Supervisory Agency (BPOM), and so on;
- c. Regulated objects are goods, and/or services offered by business actors/producers to consumers;
- d. The inequality of the position of consumers with business actors has resulted in the government issuing legal rules that can guarantee and protect consumers. Food is one of the most important needs consumed for everyone, both men and women, parents to children consume it at any time.

With the explanation above in the regulation of food or food must be adjusted to the provisions that have been determined through laws and regulations as guidelines to ensure food quality and safety. Regulations governing food products are intended as a legal basis for the regulation, guidance, and supervision of food production, circulation and/or trade activities or processes. With this, the UUPK (Consumer Protection Law) was formed, as a reference regarding consumer protection, several regulations related to food products, especially expired food products, were obtained.

Juridical analysis of legal considerations in applying legal certainty to defendants in the Cirebon District Court Decision Number: 61 / PID. B/2018/PN. CBN

That the accused is threatened with alternative charges, the panel of judges considers directly the facts obtained from witnesses and the defendant's testimony is linked to all evidence and evidence. The charges given by the Public Prosecutor are violating article 8 letter (g) of UURI No.8 of 1999 Jo Article 62 paragraph 1 (one) concerning Consumer Protection, in accordance with the facts of the trial the Judge gave the following considerations:

1. Considering in accordance with the elements of article 8 letter g Jo article 62 paragraph (1) concerning Consumer Protection, namely:

- a. Business Actors

Considering that the perpetrators in article 1 point 3 of Law Number 8 of 1999 concerning consumer protection are every individual or business entity, whether in the form of a legal entity or non-legal entity established and domiciled or carrying out activities in the jurisdiction of the Republic of Indonesia, either alone or jointly through agreements to carry out business activities in various economic fields.

Considering that business actors according to article 1 point 3 of the Consumer Protection Law are companies, corporations, cooperatives, SOEs, Importers, Traders, Distributors, and others. Considering that based on the legal facts that took place that the accused named Subhan als. Ade bin Dalil had a job as a trader was included in the business actor, with the qualification that the defendant had fulfilled the elements as a business actor.

- b. It is prohibited to produce and/or trade expired food or the period of best use/utilization of certain goods. Considering, that based on the facts revealed at the trial, it turned out that the Defendant on Thursday, December 21, 2017 at around 05.30 WIB took place at the Harjamukti traditional market located on Jalan Jendral Sudirman Penggung Utara, Harjamukti Village, Harjamukti District, Cirebon City The defendant sold expired food and drinks in the form of: 1 (one) packet of kokos biscuits (cookies with coconut) without an expiration date label, 1 (one) pack of Oreo biscuits expiration date January 10, 2017, 2 (two) packets of Ahoy Chips biscuits without expiration date label, 6 (six) sachets of Frisian Flag chocolate flag milk label expiration date September 2017, 3 (three) sachets of milkuat milk expiration date label (expired) October 09, 2017, 3 (three) sachets of milkuat milk label expiration date (expired) December 11, 2017, 1 (one) sachets of milkuat milk expired date label (expired) October 22, 2017, 2 (two) boxes of Indomie listed with an expiration date label on the packaging December 10, 2017, 1 (one) box containing milkuat milk expired date label (expired) October 10, 2017, Royco without an expiration date label (expired), 1 (one) box containing Gigles candy without an expiration date label, Teh sisri label expiration date September 2017, Coffee Milk label expiration date November 15, 2017, Nutrisari label expiration date October 2017 and Nutrisari Wedang without label expiration date, 1 (one) box containing kremes noodles without expiration date label, 3 (three) superior noodles without expiry date label, 1 (one) box containing fruit flavored cereal food label expiration date January 29, 2017, 1 (one) box of soft drinks of various brands without expiration date label, 1 (one) box of Royco without an expiration date label, 1 (one) purchase note worth Rp. 704,000.00 (seven hundred four thousand Rupiah) and 1 (one) box of sanitary pads without an expiration date label.

Considering, that the way the Defendant sold the expired food and beverages was by the way the Defendant's mother named Yatim binti Kania bought food and

drinks at Candra's warehouse where the condition of the goods was still listed on the food packaging and some were no longer listed the expiration date label on the food packaging and specifically for Royco products, the Defendant usually removed the expiration date label. The Defendant who deleted the expiration date listed in the Royco product by using a thinner because someone asked for the expiration date had expired, so the Defendant deleted the expiration date so that the buyer did not know the Royco product that the Defendant was selling had expired.

Considering, that based on the above legal facts, it turns out that the Defendant has violated the prohibition not to trade goods that do not include an expiration date and sell food and beverages before the period of use or best utilization of certain goods runs out (*best before*), with this the defendant has fulfilled the second element, namely Prohibited from Producing and / or Trading expired food or period of time the best use/utilization of certain goods.

2. Considering that based on evidence and evidence submitted and obtained based on legal facts that the accused was arrested by witness Herri and witness Kadniya on Thursday, December 21, 2017 at around 05:30 WIB, at the Hajimukti traditional market located on Jalan Jendral Sudirman, Harjamukti Village, Harjamukti District, Cirebon City, purchased these items after witness Herri Setiawan and witness Kadniya checked the expiration date of the goods, The goods have expired.
3. Considering that the defendant sold the food by the way the defendant's mother named Yatim bought the expired food in Chadra's warehouse, specifically for Royco products, the defendant used thinner to remove the expired tag, the reason for the defendant to remove the label was so that the defendant did not know the Royco product that the defendant was selling had expired.
4. Considering that based on these legal facts, the defendant has violated the prohibition not to sell expired goods in accordance with laws and regulations.
5. Considering based on the above considerations, the Panel of Judges concluded that the defendant has been found guilty of trading goods that do not include an expiration date and selling food and beverages before the period of use or best utilization of certain goods runs out (*best before*)
6. Considering that the defendant responded to the plea and submitted for leniency to the Panel of Judges.
7. Considering that the elements in article 8 letter g of UURI No.8 of 1999 Jo Article 62 paragraph (1) concerning Consumer Protection that it is proven that it is legally traded in goods that do not include an expiration date and sold food and beverages before the period of use or best utilization of certain goods is exhausted (*best before*) as alleged in the second indictment.
8. Considering that the defendant is able to hold criminal responsibility, and the judge does not see the justification and forgiveness as intended in articles 44 to 51 of the Criminal Code, the defendant must be held accountable for his criminal act.
9. Considering that the defendant has been legally proven to have committed a criminal

offense in accordance with the second indictment, namely charged with article 62 paragraph 1 concerning Consumer Protection. And the judge has the stance to impose imprisonment only because fines are optional.

10. Considering that the accused has been arrested and detained, based on sufficient reasons for the purposes of subsequent examinations if there are legal remedies used in accordance with the provisions of article 197 paragraph 1 sub k of the Criminal Code, the decision has permanent legal force.
11. Considering that investigators found evidence in the form of Two (2) Indomie Dust listed with an expiration date label (expired) October 10, 2017, 1 (one) Dust containing Strong Milk Milk label Expired (expired) October 10, 2017, Royco without an Expired label (expired), 1 box of Gigles candy without an expiration date label September 2017, coffee milk label expiration date October 2017 and wedang without wires expiration date, One Dust Mie Kremes without an expiration label, three (3) Superior Noodles without an expiration date label, one (1) Dust containing food cereal fruit label dated January 29, 2017, one Dust soft drink drink of various brands without an expiration date label, one (1) Dust Royco without an expiration date label, one dust pads without an expired label. And one purchase note worth Rp. 704,000.00 (seven hundred four thousand rupiah).
12. In connection with the above evidence and evidence, the defendant sentenced in accordance with article 222 paragraphs (1) and (2) is burdened to pay the costs of the case that has been stipulated in the judgment below.
13. Considering that in connection with this matter, before the defendant is criminally convicted, it will be considered in advance regarding aggravating and mitigating circumstances.
14. Considering the aggravating argument that the defendant's actions have disturbed society, the defendant's actions can harm consumers who consume, the defendant's actions have been committed repeatedly and the defendant has enjoyed the proceeds of his crime.
15. Considering that the judge also saw and considered the leniency made by the defendant that the defendant has never been convicted, and the defendant can still be expected to improve his life in the future.

Amar Verdict

Taking into account, the provisions of article 8 letter g of UURI No. 8 of 1999 Jo Article 62 paragraph (1) concerning Consumer Protection, articles in the Criminal Procedure Code and articles in the provisions of other relevant laws and regulations; ADJUDICATE:

1. Stated Defendant Subhan Als. Ade bin Dalil mentioned above, was legally and conclusively found guilty of the crime of "trading goods that do not include an expiry date and selling food and beverages before the period of use or best use of certain goods is exhausted (best before) as in the Second indictment.
2. Sentenced the Defendant to imprisonment for 10 (ten) months.
3. Determine the period of arrest and detention already served

4. The defendant is deducted entirely from the sentence imposed.
5. Stipulate the Defendant remains in custody;
6. Establish evidence in the form of
 - a. 1 (one) packet of cocos biscuits (cookies with coconut) without expiration date label.
 - b. 1 (one) packet of Oreo biscuits expiration date January 10, 2017.
 - c. 2 (two) packets of Ahoy Chips biscuits without expiration date label
 - d. 6 (six) sachets of Frisian Flag chocolate flag milk label expiration date September 2017
 - e. 3 (three) sachets of milkuat milk label expiration date (expired) October 9, 2017.
 - f. 3 (three) sachets of milkuat milk label expiration date (expired) December 11, 2017
 - g. 1 (one) sachets of milkuat milk label expiration date (expired) October 22, 2017
 - h. 2 (two) Indomie boxes have an expiration date label on the packaging on December 10, 2017.
 - i. 1 (one) box containing milkuat milk expired date label October 10, 2017, Royco without expiration date label;
 - j. 1 (one) box containing Gigles candy without an expiration date label,
 - b. The sisri label expiry date September 2017, Kopi Susu label expiry date November 15, 2017, Nutrisari label expiry date October 2017 and Nutrisari Wedang without label expiry date.
 - a. 1 (one) box contains kremes noodles without an expiry date label, 3 (three) superior noodles without an expiry date label.
 - b. 1 (one) box containing fruit flavored cereal food label expiration date January 29, 2017.
 - c. 1 (one) box of soft drinks of various brands without an expiration date label.
 - d. 1 (one) Royco box without an expiration date label.
 - e. 1 (one) box of pads without an expiration date label; Destroyed.
 - f. 1 (one) purchase note worth Rp. 704,000.00 (seven hundred four thousand Rupiah) Returned to Defendant Subhan Als. Ade bin Dalil;
 - g. Charge the Defendant to pay the cost of the case in the amount of Rp. 5,000,00 (five thousand rupiah).

Juridical analysis of legal considerations in applying legal certainty to defendants in the Cirebon District Court Decision Number: 61/Pid.B/2018/PN.Cbn.

Law is a tool used to regulate all activities of citizens, as citizens must be able to obey and implement every rule that has been regulated in a jurisdiction, especially Indonesian jurisdiction, the law is a reference that must not be violated. If the law is violated, sanctions will be born in the form of criminal, civil and administrative sanctions. However, there are many citizens who violate the rules, in order to get their own benefits, a lot of citizens violate the law and harm many interests both privately and publicly, for example consumer violations in Cirebon, in this case the defendant trades expired food, which means that the defendant has legally violated consumer protection provisions, with this the author examines and

analyzes the judge's judgment that The application of the defendant is not yet relevant, in this case the defendant was sentenced to Article 62 paragraph 1 concerning Consumer Protection with a criminal sanction of 10 months imprisonment, according to the author the sentence is not relevant to the rules in Article 62 paragraph 1 which has a maximum sentence of 5 years, so in that case the author analyzes the judge's considerations and also the facts of the trial, The considerations of the panel of judges are as follows:

- a. Considering in accordance with the elements of article 8 letter g Jo article 62 paragraph (1) concerning Consumer Protection, namely: Considering that Jo pas usaha according to article 1 point 3 of the Consumer Protection Law is a company, corporation, cooperative, SOE, Importer, Trader, Distributor, and others.

With this can be concluded the defendant Shunan Als. Ali bin Dalil is a perpetrator who distributes, sells, trades expired goods, which means that in accordance with the consumer protection law has violated the provisions of Article 8 paragraph (1), because in this case trading expired food is trading food that does not meet or does not comply with the required standards and conditions. And business actors are convicted under Article 62 of the Law.

- b. Considering the second element "eduabang: Producing and/or trading expired food or the period of best use/utilization of certain goods.

Which means that according to the explanation of the first element, the accused defendant has violated by trading expired food that can be proven from evidence and also evidence. Considering that investigators found evidence in the form of Two (2) Indomie Dust listed with an expiration date label (expired) October 10, 2017, 1 (one) Dust containing Strong Milk Milk label Expired (expired) October 10, 2017, Royco without an Expired label (expired), 1 box of Gigles candy without an expiration date label September 2017, coffee milk label expiration date October 2017 and wedang without wires expiration date, One Dust Mie Kremes without an expiration label, three (3) Superior Noodles without an expiration date label, one (1) Dust containing fruit cereal food label dated January 29, 2017, one Dust soft drink drink of various brands without an expiration date label, one (1) Dust Royco without an expiration date label, one dust pads without an expired label. And one purchase note worth Rp.704,000.00 (seven hundred four thousand rupiah), In the judge's decision, the provisions of Article 8 paragraph (1) letter (a) of the Law are clear that it is not allowed to trade goods and or services that are not in accordance with the required standards. in this case, in my opinion, the judge is right in determining in accordance with the UUPK.

That in consideration of the aggravating argument that the defendant's actions have disturbed society, the defendant's actions can harm consumers who consume, the defendant's actions have been committed repeatedly and the defendant has enjoyed the proceeds of his crime, which means that the defendant has violated the rules and rights of every consumer in the jurisdiction of Cirebon, with the defendant selling expired food is tantamount to an act committed against the vision and mission of The 4th 1945 Constitution is "aknig-UU Republik Indonesia protects the entire Indonesian nation, promotes general

welfare, educates the life of the nation. Which means that selling expired food is an obstacle in implementing the ideals of the nation, therefore the defendant has violated the provisions that have been regulated. Based on the principle of legality that everyone can be held accountable if there is a governing law. This means that the defendant has not contributed to the prevention of the decline in the quality of the nation, the defendant deserves to be punished in accordance with applicable regulations.

And also In accordance with the expert testimony in the trial the defendant said that expired food is a very dangerous product, Dra.lis Siti Suwaidah, APT.MI which was read at the trial was basically as follows: The expert explained that according to the letter of request for expert information from the Cirebon City Police number: B/168/I/2018/ Sat.Reskrim, dated January 31, 2018, then I am willing to be examined as an EXPERT from the Center for Drug and Food Control in Bandung, in accordance with the Letter of Assignment from the Head of the Center for Drug and Food Control in Bandung Number: PR.09.01.93.02.18.0332 Dated February 20, 2018 The expert explained that he was willing to be sworn in front of the examiner in accordance with his expertise for his accuracy and explained the history of education, SD At Taufiq in Bandung graduated in 1976 SMP Negeri 21 in Bandung graduated in Pharmacy Faculty of Mathematics and Natural Sciences Bandung Institute of Technology, graduated in 1988, Pharmacist Profession in the Department of Pharmacy, Faculty of Mathematics and Natural Sciences, Bandung Institute of Technology graduated in 1989, Master Education at the Postgraduate Faculty of Pasundan University, Master of Food Technology program graduated in 2007 Expert explains the Work History of the POM Center in Bandung in 1991-present (Feb 2018) As a Pharmaceutical and Food Supervisor, with the main task of supervising Drugs and Food in the West Java region.

The expert explained that based on the provisions of Chapter I Article 1 of the Law of the Republic of Indonesia No. 18 of 2012 concerning Food, what is meant by food is everything that comes from biological sources of agricultural, plantation, forestry, fishery, animal husbandry, water, and water, both processed and unprocessed intended as food or beverages for human consumption, including food additives, food raw materials, and other materials used in the process of preparing, processing, and/making food or beverages and Based on the provisions of Chapter I Article 1 of the Law of the Republic of Indonesia No. 18 of 2012 concerning Food, what is meant by Food Trade is any activity or series of activities in the context of selling and/or purchasing food, including offers to sell Food and other activities related to the transfer of Food by obtaining rewards, The expert explained that based on the provisions of Article 99 of Law RU No. 18 of 2012 concerning Food, everyone is prohibited from deleting, revoking, closing, changing labels, relabeling, and/or changing the date, month, and year of expiration of food that is circulated because food labeling aims to provide true and clear information to the public about each packaged food product before buying and/or consuming food.

Improper labeling of food does not meet food quality and safety standards. this violates the obligations of business actors in accordance with Article 7 of Law No. 8 of 1999

concerning consumer protection, it is stated that business actors are obliged to assume good faith in carrying out their business activities; provide true, clear and honest information about the conditions and guarantees of the goods and / or services it produces; and guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services, which means that the defendant's actions have been proven to have legally committed unlawful acts, in accordance with consumer rights listed in Article 4 of Law Number 8 of 1999 explaining that there are several rights related to victims that obtain:

- a. The right to comfort, security, and safety, in consuming goods or services. Which means the defendant Shunan Als. Ali bin Dalil has violated consumer rights by distributing or selling goods that are not in accordance with established rules and also that the food traded is expired food which is a dangerous food that can cause diarrhea, poisoning, and death. The defendant only seeks profit without thinking about the dangers of the food if consumed by humans.
- b. The right to choose goods and/or services and obtain goods and/or services and obtain goods in accordance with the exchange rate and conditions and guarantees promised. Which means that the defendant has broken a promise in accordance with applicable regulations, that the defendant has sold expired goods.
- c. The right to obtain true, clear, honest information about the conditions and guarantees of goods and / or services. This means that the defendant was dishonest in providing information, with the defendant arguing that the defendant provided information regarding the clarity of the item. The defendant testified that he provided information to customers asking about the status of the food, with relevance to this, that the defendant used the food to obtain more profit, the defendant deliberately removed labels from some food products, which meant that the defendant did not provide correct information and was also dishonest in conducting trade. Which means that the defendant has violated the provisions stated in the existing regulatory system in the jurisdiction of the Republic of Indonesia.
- d. With this, the accused has committed unlawful acts that violate the rights of the victim. Considering the aggravating argument that the defendant's actions have disturbed society, the defendant's actions can harm consumers who consume, the defendant's actions have been committed repeatedly and the defendant has enjoyed the proceeds of his crime. Thus, the defendant's actions are carried out continuously within a year, which means that the defendant cannot be asked for leniency, the acts committed by the defendant are sufficient to convict the defendant.

Considering the aggravating argument that the defendant's actions have disturbed society, the defendant's actions can harm consumers who consume, the defendant's actions have been committed repeatedly and the defendant has enjoyed the proceeds of his crime. in consideration of the Judge in the Cirebon District Court Decision Number: 61 / Pid.B / 2018 / PN.Cbn. The decision given cannot be justified and also forgiven, in accordance with the facts of the trial that the defendant has sold food by removing part of the label and the item is

traded, the series of times the defendant has sold the item for 1 year, which means how many victims were affected by the food. Because food is actually a basic need that must be maintained quality. Moreover, food has an expired limit, which if it exceeds the predetermined expiration limit then the food is included in dangerous foods.

See and consider the leniency made by the defendant that the defendant has never been convicted, and the defendant It can still be expected to improve his life in the future. With consideration regarding the relief of the defendant cannot be used as a reason to provide extra relief, in the Cirebon District Court Decision Number: 61 / Pid.B / 2018 / PN.Cbn. reflects that the regulations given by the Panel of Judges are not in accordance with the punishment given, the mitigating factor factor does not necessarily become the basis for giving effect to the defendant, in the relief given by the judge who postulates that the defendant has never been detained is a Less relevant, based on the theory of legal certainty that according to Sudikno Mertokusumo, legal certainty is a guarantee that the law can be implemented properly. The defendant should be given a prison sentence of 5 years in accordance with article 62 paragraph 1 of Law No. 8 of 1999 that the defendant, legal certainty is based on codified regulations.

Based on the principle of legal certainty, the author responds that the effectiveness of the judge's judgment is not yet relevant, with a sentence of 10 months imprisonment is something that has not provided justice for consumers, as if selling expired food products is included in minor crimes, food is the most important need in the growth of a region of the country, with a series of times carried out by the defendant 1 year, It becomes an offense that cannot be leniency, because the actions committed by the defendant have harmful effects over a long period of time. in this case, the punishment of the defendant should be in accordance with what is stated in Law Number 8 of 1999 concerning Consumer Protection, which is a maximum prison sentence of 5 years, meaning that in the application of the judge's sentence is not relevant in accordance with the existing legal facts and evidence and also the regulations regulated, the use of the judge's sentence should be given 5 years to provide a deterrent effect to every businessman who commits fraud by buying and selling It is also explained in the judgment that the defendant's actions cannot be Legal certainty in Law Number 8 of 1999 concerning Consumer Protection is a guarantee that the law is executed, that those entitled according to the law can obtain their rights and that the judgment can be enforced, which means that every violation has been regulated and also the application of the law must be appropriate, Because the legal system in Indonesia is based on the law. Consumer protection laws become shields to provide certainty in making efforts to equalize rights and provide protection to consumers Actually food is a product needed by humans, without healthy food and drink, the system of economic development and change will be hampered, in accordance with legal certainty and also the effectiveness of regulated regulations there is no justification and forgiveness for people who make deliberate mistakes and impact on every citizen.

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